

Amendment Number 2

Amendment to Fairfax County Sheriff's RFP TEL-1601:

Inmate Telephone Service for the Fairfax County Adult Detention Center

Amendment Dated August 26, 2015

1. AMENDMENT #2 – SECTION 1

Amendment #2, Section 1 consists of the answers to the written questions submitted for RFP TEL-1601 Inmate Telephone Service for the Fairfax County Sheriff's Office.

Q.1 Page 26, section 8.7 FCADC requests that we submit a Dun and Bradstreet report. We respectfully request that FCADC permit the submitting vendor to supply a Moody's report as an alternative.

A.1. Yes, FCSO will accept a Moody's report as an alternative to the Dun and Bradstreet report.

Q.2 Page 12, section 3.8.1 outlines the order of precedence for this response and contract. We respectfully request that the order of precedence be changed to the following: Negotiated Agreement; Vendor's final proposal; any amendments or addenda; RFP and any amendments or addenda. We respectfully request this change due to the fact that if we take an exception to a requirement within the RFP, we will still be bound by the order of precedence to meet the original requirement, thus voiding our exception.

A.2. The order of precedence as outlined in the RFP will not be revised.

Q.3 Page 31, section 10.1.1 states that the bidder shall provide the names of bidder's employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Contract. Will the FCADC allow the submitting vendor to supply key personnel only, since numerous people will be involved in the installation and on-going support of this solution?

A.3. Yes, FCSO will allow Bidder to supply key personnel only.

Q.4 Page 32, section 10.1.3.2 states the vendor must submit "The names, company, primary physical work location, telephone numbers, and distance from Facilities for the technicians who will be maintaining, servicing and performing work under the Contract". We respectfully request we be permitted to supply only the key personnel and the primary individuals who will be responsible for the above.

A.4. Bidder shall supply the information as is required in this section of the RFP.

Q.5 Page 36, sections 10.8.8 and 10.8.9 defines gross revenue. Since the FCADC states on page 35, 10.8.1 that it shall not earn commissions on gross revenue and that a MAG of \$673,000 (page 35, 10.8.2) is required, we respectfully request these definitions be removed.

A.5. The definitions of gross revenue will not be removed from the RFP.

Q.6 Page 41, section 10.10 references the bidder shall furnish, install and maintain six (6) public pay telephone(s) for use by the general public. Please provide the locations of all six (6) public pay telephones and their current calling volumes.

A.6. The public pay telephones are located as follows: (4) in the ground floor lobby area and (2) in the 1st floor lobby area of the Adult Detention Center. Current calling volumes for these public pay telephones are not available at this time.

Q.7 On page 51, section 11.7.1.11 the requirement has been left blank. Is there a requirement for this section or just a numbering error?

A.7. Section 11.7.1.11 of the RFP is a numbering error and shall be disregarded.

Q.8 On pages 68 and 69 the FCADC is requesting resumes. Please confirm that the submitting vendor is permitted to use our existing resume formats provided the required information is present and remains at 2 pages or less per resume.

A.8. Bidder may use an alternate resume format that shall include the information required by the RFP and adhere to the limit of 2 pages or less.

Q.9 With regard to page 17, table number 3, is there any advantage given to a Fairfax County based business under the evaluation criteria? If not would the County consider amending its evaluation criteria to provide preference for a Fairfax County business?

A.9. No, there will not be an advantage given to a Fairfax County based business and the evaluation criteria will not be amended.

Q.10 Page 58, section 12, under the call time limit, states that the call time limits is 15 minutes. Page 60, section 13 states that the current call time limit is 30 minutes. Please confirm that the actual call time limit is 30 minutes.

A.10. The current call time limit is 30 minutes, however FCSO may revise the call time limit to 15 minutes.

Q.11 Please confirm that Sleuth is the vendor who provides the County with the Inmate Financial Software product and that the County is not using Keefe Supply's accounting software.

A.11. Yes, FCSO uses Sleuth for its inmate banking software as outlined in Section 11.10.7 of the inmate telephone RFP.

Q.12 Please confirm that if a vendor proposes a higher MAG within their proposal than the MAG mandated by the RFP it will not be evaluated any differently, or receive additional points, than a vendor who complies with the RFP's requested MAG amount of \$673,000.

A.12. FCSO is not requiring a Minimum Annual Guarantee "MAG" as part of this RFP. Bidders will not be evaluated differently or receive additional points for proposing an amount larger than the requirement listed in section 10.8 – Financial Guarantee and Reporting.

Q.13 On page 62 of the RFP, the FCADC is requesting "Bidder Proposed Calling Rates and Fees". Is the responding vendor restricted to one bidder-supplied "Bidder Proposed Calling Rates and Fees" or is the responding vendor permitted to copy this form and submit multiple "Bidder Proposed Calling Rates and Fees"?

A.13. Please reference the first paragraph of Appendix B – Calling Rates in the RFP.

Q.14 Section 10.8.2 requires "an upfront payment in the amount of \$673,000.00 for each year of the Initial Term (Financial Guarantee)." The Financial Guarantee is also listed among the factors evaluated under "Customer Service & General Requirements (Section 10)," worth 40 points per the Evaluation Criteria on p. 17. Are bidders allowed to propose more than \$673,000.00 per year for the Financial Guarantee and, if so, will larger amounts be awarded more points in the evaluation of Section 10?

A.14. Please refer to the answer provided for Q.13 above.

Q.15 Item 8.5 reads: "All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing ("BPOL") Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm.

The BPOL Tax number must be indicated in the space provided on the Cover Sheet." The "BPOL" application process takes six weeks and requires a physical address within the county. Please clarify if vendors without a BPOL, or who have a BPOL in process, will be considered compliant at the time of submitting the response.

A.15. For the purpose of Bidder's response to the RFP, Bidders do not need to demonstrate that their BPOL application is in process. However, the successful Bidder must submit the required license application within 75 days after award of the RFP.

Q.16 How many inmates are booked per day, on average? How long do inmates stay in booking?

A.16. FCSO estimates an average of 150 inmates are booked into the Adult Detention Center each day and remain in booking for approximately 24 hours.

Q.17 On page 61 of the RFP there is are two fees listed "Pre-paid Funding (IVR. Live operator and via Web) listed at \$5.00 / Pre-paid Funding (Third Party) listed at \$0.00. Then it is stated that no other fees are allowed. Please clarify if this means that no other associated fees can be charged (e.g., for trust deposits or ITS).

A.17. The only fees FCSO will allow are those listed in Option 1 of Appendix B – Calling Rates.

Q.18 What is the historic call volume by month? Can the County provide 24, or even 12, months of call volume reports?

A.18. Please refer to Appendix A – Facility Specifications to acquire call statistics based on a total of 12-months. These will be the only call statistics that will be provided.

Q.19 Please provide the last 12 months of call traffic data broken out by call type.

A.19. Please refer to the answer provided for Q.18.

Q.20 RFP p. 49, item 11.5.34 indicates there are ICE detainees. What is the average monthly population for detainees?

A.20. FCSO estimates the average monthly population of ICE detainees to be 21.

Q.21 Please provide a copy of the current inmate phone service agreement.

A.21. A copy of the current inmate telephone service agreement and subsequent amendments has been enclosed as part of this Amendment #2.

Q.22 Page 9 of the RFP, Table 1, stipulates that the maximum page limit for the Technical Volume (response to Sections 1-11) of the RFP is 150 pages. Items 1-11 are already 57 pages long. This means that bidders must answer using only 93 pages. Please clarify that bidders must list and respond to all items 1-11 including instructions and other items that do not really require a response.

A.22. Bidders shall list and respond to all items (including instructions) in Sections 1-11 within the allowed page limit of 150. The page limit does not include the Cover Page or Table of Contents. A piece of paper, printed on both sides, counts as 2 pages. For example, the Sections 1-11 page limit is 150 pages, but will be 75 individual sheets of paper in print form.

Q.23 Please provide the revenue amount currently received by inmate telephone services.

A.23. Please refer to the below chart for the revenue generated from August 2014 – July 2015

Total Revenue	
August 2014	\$ 69,459.51
September 2014	\$ 68,006.58
October 2014	\$ 70,599.37
November 2014	\$ 67,274.82
December 2014	\$ 69,886.10
January 2015	\$ 64,473.34
February 2015	\$ 62,059.33
March 2015	\$ 67,468.16
April 2015	\$ 64,409.23
May 2015	\$ 69,186.90
June 2015	\$ 64,540.10
July 2015	\$ 66,781.32
Total	\$ 804,144.76

Q.24 Will the county please outline the fees that are being charged by the current vendor:

- Bill statement fee
- Prepaid account set-up fee
- Prepaid account funding via web
- Prepaid account funding via telephone
- Wireless about maintenance fee
- State regulatory cost recovery fee or percent of call cost
- Federal regulatory cost recovery fee or percent of call cost
- Refund processing fee
- Other fees

A.24. Please refer to the current agreement and its associated amendments to acquire the approved fees.

Q.25 Does the county desire kiosk services?

A.25. FCSO is interested in receiving information on a variety of additional technologies, including kiosk services, as outlined in Section 11.14. - Additional Technology of the RFP.

Q.26 Section 11.5.33.1 references “the number of TDD telephones and ports specified in Appendix A – Facility Specifications.” Please clarify how many TDD telephones are required as part of this RFP.

A.26. FCSO requires the provision of two (2) TDD phones and associated printers.

2. AMENDMENT #2 – SECTION 2

Amendment #2, Section 2 amends Section 3.12 – Time for Receiving Proposal, Table 2 – Schedule of Events, as follows:

Table 1 - Schedule of Events

Event	Date
Release of the RFP	July 20, 2015
Deadline for Optional Pre-Bid Conference and Site Evaluation Registration Form	July 29, 2015
Optional Pre-Bid Conference and Site Evaluation	August 6, 2015 1PM (EDT) Confinement Roll Call Room 10520 Judicial Drive, Fairfax, VA 22030
Deadline for Written Questions	August 14, 2015
Final Date to Disseminate Answers to Written Questions	August 26, 2015
Proposal Due Date	September 11, 2015

FAIRFAX COUNTY SHERIFF'S OFFICE, FAIRFAX, VIRGINIA

STANDARD CONTRACT FORM

THE PARTIES TO THIS CONTRACT, **Inmate Calling Solutions, LLC, d/b/a ICSolutions**, a California limited liability company with its principal place of business located at 5883 Rue Ferrari, San Jose, CA 95138 (hereinafter referred to as "Vendor" or "Contractor"), and **Fairfax County Sheriff's Office** with its principal place of business at 10520 Judicial Drive, Fairfax, VA 22030, (hereinafter referred to as "Customer", "County" or "Sheriff's Office"), hereby agree to execute this Inmate Telephone Service Agreement (hereinafter referred to as the "Agreement" or "this contract"), effective April 15, 2009 and agree as follows:

1. FAIRFAX COUNTY SHERIFF'S OFFICE engages Inmate Calling Solutions, LLC d/b/a ICSolutions to provide the following goods and/or services:

1.1. Customer grants Vendor the exclusive right and privilege to install and operate prison inmate telephones and related telephone equipment at the Customer's Adult Detention Center and the Customer's Pre-Release Center (hereinafter referred to as "Facilities") located at 10520 and 10520-B Judicial Drive, Fairfax, VA 22030. Vendor shall, at no cost to Customer, provide all inside wiring for the inmate telephones, install the inmate telephones, and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facilities to make collect local and long distance calls, debit local, long distance and international calls, and/or pre-paid local, long distance and international calls from the Facilities pursuant to the terms set forth herein.

1.2. The terms and conditions of the Request for Proposal RFP08-01 issued by the CUSTOMER for inmate telephone services and the subsequent Addendum 1 issued by the CUSTOMER are hereby incorporated in this document in their entirety.

2. PERIOD OF CONTRACT:

2.1. **The period of this Contract shall be from April 15, 2009, through April 15, 2012 (the "Initial Term").** The Agreement shall not bind, nor purport to bind, Customer for any contractual commitment past the Initial Term. However, Customer, at its sole option, shall have the right to renew this Agreement for three (3) additional one (1) year terms (each a "Renewal Term"), with sixty (60) days written notice to Vendor prior to expiration of the Initial Term or Renewal Term of the Agreement. In the event Customer exercises such right, all terms and conditions, requirements, and specifications of the Agreement, including rates and commissions, shall remain the same and apply during the Renewal Term(s). This Agreement will not automatically renew. The VENDOR agrees that rates and commissions shall remain firm through the contract period.

3. COMPENSATION

3.1. **Collect, Debit and Pre-Paid.** Vendor shall pay Customer **fifty seven and a half percent (57.5%) commission** calculated on all Gross Revenues generated by and through the Inmate Telephone System (ITS) including but not limited to collect, debit and pre-paid inmate calls completed from the inmate telephone equipment located at the Facilities. Gross Revenue shall include, but not be limited to, all surcharges, per minute fees and any additional fees paid by the called party (such as Billing Cost Recovery Fees) generated by the completion of all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International collect, debit and pre-paid inmate telephone calls placed from Vendor's inmate telephones. Regulatory required charges and taxes that are intended to be paid by the billed party and then remitted 100% by the billing party to the appropriate governmental agency are excluded from Gross Revenue. The Billing Cost Recovery fee is part of the Gross Revenue but shall be excluded from commissioning. The current Billing Cost Recovery fee is \$1.95 per billing cycle on which a collect call from the Facilities appears on the called party's phone bill. Any additional charges/fees to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by the Customer **prior to implementation**. Should the additional fees be approved by Customer, Customer and Vendor shall mutually agree whether the additional charges/fees are included in the Gross Revenue and the level of compensation due Customer for the implementation of the additional charges/fees. Any charges/fees implemented without the express written consent of Customer shall carry a fine of three hundred dollars (\$300.00) per day from the date the additional

charges/fees were first added through the date the charges/fees were discontinued. Additionally, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued. Pre-paid calls include, but are not limited to, those calls completed by using a debit card as well as all calls which have been pre-paid by any person or entity and by any method of payment. Vendor shall pay commission on **all** Gross Revenues before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other Vendor expenses. A collect call is deemed to be complete and commission due when the called party accepts the call regardless if Vendor can bill or collect the revenue on the call. A debit call is deemed to be complete and commission due when a connection is made between the inmate and the called party, whether such connection be established by positive acceptance or by live or automated machine pick-up. Calls to phone numbers that appear on the free call list supplied by Customer shall not generate revenue for Vendor and shall not be commissionable to Customer. Only those numbers designated by Customer on the free call list shall be marked as "Free" in the ITS. Additionally, Customer shall not be liable for any of Vendor's costs including, but **not** limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages. Any deviation from this process shall automatically cause Vendor to forfeit its Surety Bond.

- 3.2. **Pre-Paid Debit Cards/Debit Cards/Debit.** Vendor shall pay Customer fifty seven and a half percent (57.5%) of the total value of debit card orders or debit usage as commission. Vendor agrees to provide Customer with an initial supply of pre-paid debit cards in the amount of forty thousand dollars (\$40,000.00) at no cost to Customer and replenish such supply each contract year. Vendor shall not invoice Customer for the \$40,000.00 supply of pre-paid debit cards provided by Vendor each contract year. All debit card orders in excess of the forty thousand dollar (\$40,000.00) supply shall be commissioned at the rate specified above. The Sheriff's Office will order a specific quantity of cards throughout the year as needed. Commission for debit card orders shall be due when Customer purchases the debit cards, but payable under Section 4 – Payment and Reporting. All debit cards ordered and received by Customer after the base supply is exhausted shall be billed to Customer for the full amount of the face value of the debit cards. The debit card invoice shall be payable within thirty (30) days of Customer's receipt. A debit card call is deemed to be complete when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick up. Commission for debit calls shall be based upon total Gross Revenues, as specified in Section 3 - Compensation, generated from debit call usage and is payable under Section 4 –Payment and Reporting. On the fifth (5th) day following the month of traffic, Vendor shall submit a monthly invoice and corresponding usage report to Customer and/or its Designated Agent for the full amount of the debit usage (less any issued credits/adjustments) for the prior traffic month
- 3.3. Customer shall not be liable for any of Vendor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated charges. Vendor agrees that Customer will bear no responsibility for unbillable, uncollectible, or fraudulent calls nor shall any revenues be deducted from Customer's commissions for unbillable, uncollectible, or fraudulent calls.
- 3.4. Vendor shall provide Customer with a total of seven (7) coin payphones, six (6) for the Fairfax County Adult Detention Center and one (1) for the Fairfax County Pre-Release Center. Vendor shall pay Customer a flat rate of **two hundred and twenty-five dollars (\$225.00)** per month as commission for the revenue generated by the coin payphones. All commissions due the Customer or its Designated Agent for the coin payphones shall follow the requirements outlined in Section 4 - Payment and Reporting. The collect calling rates for the coin payphones shall mirror the tariffed Verizon coin payphone rates for Virginia.
- 3.5. Vendor shall impose a collect monthly threshold of one hundred and twenty five dollars (\$125.00) upon each unique telephone number/called party. The threshold may be adjusted at any time upon mutual agreement of both parties.
- 3.6. **Rates.** Both parties have mutually agreed upon the calling rates for inmate telephone calls, as detailed in **Attachment B**. Any and all changes and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls shall be shown in **Attachment B**. The Vendor shall submit a request in writing to receive approval from Customer for any rate increases and/or decreases for inmate telephone calls

before new rates are implemented. Customer will respond in writing to Vendor's request. Should Vendor decrease the calling rates without the express written approval of Customer, the Vendor shall be responsible for paying commissions on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should Vendor increase the calling rates without the express written approval of Customer, Vendor must issue credits to all customers that are overcharged. No commission refund shall be due from Customer to Vendor for unapproved rate increases.

- 3.7. Calling rates shall be defined as the combined cost of surcharges, any additional fees, and per minute rates charged to the called party.
- 3.8. For the life of the Agreement, any rate adjustments requested by Vendor for inmate telephone calls must be requested by Vendor in writing and approved by Customer in writing, prior to implementation.
- 3.9. Rate adjustments requested by Customer will be implemented by Vendor within four (4) days of said request, subject to regulatory approval.

4. PAYMENT AND REPORTING

- 4.1. Payments and reports due to Customer or its Designated Agent hereunder shall be made by Vendor no later than the twenty-fifth (25th) day of the month following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent via electronic format to Customer or its Designated Agent.
- 4.2. Traffic detail reports shall include a detailed breakdown of the traffic for all collect, debit, and pre-paid calls for each inmate telephone or inmate telephone station. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit, and pre-paid call types: (a) Facility Name; (b) Facility Identification Number; (c) Facility Street Address, City, State, and Zip Code; (d) Automatic Number Identifier, or inmate telephone or inmate telephone station number; (e) Total Gross Local Revenue and Commission per Inmate Telephone or inmate telephone station; (f) Total Gross Intralata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (g) Total Gross Interlata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (h) Total Gross Interlata/Interstate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (i) Total Gross International Revenue per Inmate Telephone or Inmate Telephone Station; (j) Commission Rate; (k) total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, and Interlata/Interstate); (l) Period Dates; (m) Total Minutes of use per Inmate Telephone or inmate telephone station for each call type; (n) Total Number of Calls per Inmate Telephone or inmate telephone Station for each call type; (o) Total Debit Usage for each call type; (p) Total Pre-paid Usage for each call type.
- 4.3. Commission discrepancies must be resolved by Vendor within thirty (30) days of written notification of a discrepancy by Customer or its Designated Agent to Vendor or such discrepancy is subject to late charges, as described below and/or termination of the Agreement at the sole discretion of Customer, and/or any other legal course of action Customer elects to pursue.
- 4.4. Commission payments, traffic detail reports, billing files, CDR reports and/or reports not containing the required fields received by Customer or its Designated Agent after the due date are subject to late charges. The due date for all payments and reporting is the twenty-fifth (25th) day of the month following the month of traffic. Late charges for commission payments shall be equal to five percent (5 %) per month of the commission due. Late charges for reporting shall be a fee of \$750.00 per month for each report not received by the twenty-fifth (25th) day of the month following the traffic month.
- 4.5. Vendor shall provide monthly system platform Call Detail Records (CDRs) and billing files which shall be delivered to Customer and/or its Designated Agent no later than the twenty-fifth (25th) day of the month following the month of traffic.
- 4.6. The billing files shall contain all fields in the exact format and exact content as those files prepared and submitted for billing to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall contain, but shall not be limited to, the following fields: (a)

Site ID; (b) Site Name; (c) Batch ID; (d) Row ID; (e) From ANI; (f) To ANI; (g) Begin Time; (h) End Time; (i) Duration; (j) Call Amount; (k) Type of Call; (l) Originating City; (m) Bill City; (n) Bill State; (o) Traffic Period; and (p) Additional Charges and/or Fees applicable to the call.

- 4.7. The system platform CDRs shall contain all calls (both attempted and completed) which originated from the Facilities for each day and each time of the day for the period for which said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content. When requested, these records shall be accompanied by a complete file map and complete file legend. The CDRs shall contain, but shall not be limited to, the following fields: (a) Origination Number; (b) Dialed Number; (c) Facility; (d) Facility Identifier; (e) Call Date; (f) Call Time; (g) Termination Reason; (h) Termination Code; (i) Trunk; (j) Duration in Seconds; (k) Call Amount; (l) Bill Type; (m) Station; (n) Completion Status; (o) Inmate ID; (p) Call Type; (q) Validation Result.

5. SURETY BOND

- 5.1. Vendor shall furnish a "Surety Bond" in the form of a bond issued by a Surety Company authorized to do business in the State of Virginia, a Cashier's Check, or Irrevocable Letter of Credit payable to Customer within ten (10) calendar days after the award of the Facilities to Vendor and prior to any installation work or equipment delivery. The Surety Bond must be made payable to Customer in the amount of Fifty Thousand Dollars (\$50,000.00) and will be retained during the full term of the Agreement and/or renewal term(s). No personal or company checks are acceptable. The Agreement number and dates of performance must be specified on the Surety Bond. In the event that Customer exercises its option to extend the Agreement for an additional term(s), Vendor shall be required to maintain the validity and enforcement of the Surety Bond for the said term, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Agreement renewal.

6. VENDOR RESPONSIBILITIES

- 6.1. Vendor shall agree to all terms and conditions set forth in this Agreement, and Vendor shall agree to the specifications, including, but not limited to, the features and functionalities of the Inmate Telephone System (hereinafter referred to as "ITS") listed in **Attachment A**. If Customer designates an Agent, Vendor shall follow Customer's direction in working with such Designated Agent.

7. AUTHORITY:

- 7.1. The Sheriff's Office Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every contract and purchase order (except for capital construction projects) issued by Fairfax County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned contract administrators. Specifically delegated employees are authorized to order supplies or services, and obligate the government of Fairfax County for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and shall not be binding on the County.
- 7.2. The obligation of the County to pay compensation due the Contractor under this contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

8. DEFINITIONS:

8.1. All terms used in this Agreement are defined in the Fairfax County Purchasing Resolution, Article 1, Section 6 and shall be used in accordance with such definitions unless otherwise defined in this contract.

9. INTERPRETATION OF CONTRACT:

9.1. Any questions pertaining to this contract shall be directed to:

Ray Vanneman, Sheriff's Office Purchasing Agent
Sheriff's Office
10459 Main Street
Fairfax, Virginia 22030
Telephone Number: (703) 246-3223
Email: ray.vanneman@fairfaxcounty.gov

10. CANCELLATION OF ORDERS:

10.1. Purchases made under this contract are for readily available services and supplies; time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery or installation if the items ordered are not available for use within the period of time specified in this contract. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

11. NEW GOODS, FRESH STOCK:

11.1. All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

12. INSPECTION AND ACCEPTANCE:

12.1. For determining acceptance of supplies or services for the purpose of eligibility for a prompt payment discount, inspection and acceptance shall be accomplished only after examination (including testing) to determine conformance with the contract requirements. Inspection, as appropriate, shall be accomplished within a reasonable time.

12.2. Inspection and acceptance of materials or supplies will be made after delivery at specified destinations unless otherwise stated. The County will bear the expense of inspection except for the value of samples used in case of rejection. Inspection and acceptance or rejection of the materials or supplies will be made in a reasonable time, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

13. AUDIT RIGHTS

13.1. Customer, or its Designated Agent, shall have the right from the Effective Date of the Agreement and for a period of two (2) years after the termination date of the Agreement, upon ten (10) business days written notice, to fully audit or examine any and all Vendor information pertaining to the Agreement.

13.2. Vendor shall maintain accurate, complete and auditable records fully reflecting the Gross Revenues from which commissions can be determined, including all call detail, EMI billing records, debit card sales, and commissioning reports during the term of the Agreement and for no less than two (2) years after the term of the Agreement covered thereby in accordance with generally accepted accounting principles. Failure by Vendor to comply with this full audit rights provision will be grounds for termination of the Agreement at Customer's sole discretion.

13.3. Customer may also employ at its cost and discretion any Agent or subcontractor of its choosing in the

performance of such audits. If an audit reveals a shortage of more than three percent (3%) of a year's commission or other monies due, then the Vendor shall pay Customer's reasonable cost of the audit and interest on any monies due Customer at the rate of one and one-half percent (1.5%) per month within thirty (30) days after receipt of written notice for the same.

14. MERGERS/ACQUISITIONS

- 14.1. Vendor expressly acknowledges that it is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an Agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing Customer to exercise control or direction over the manner or method by which the Vendor or its subcontractors perform hereunder.
- 14.2. The services to be performed by the Vendor shall not be assigned, sublet, or transferred without prior written approval of Customer, which consideration shall not be unreasonably withheld or delayed.
- 14.3. If the Vendor shall merge or be acquired by another firm, the following documents must be submitted to Customer:
 - 14.3.a. Corporate resolutions prepared by the Vendor and new entity ratifying acceptance of the original contract, terms, conditions, and process as established and governed by this Agreement.
 - 14.3.b. New Vendor's Federal Identification Number (FEIN).

15. TAX EXEMPTION:

- 15.1. Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. The Federal Excise Tax Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling (703) 324-3206.

16. CONTRACT INSURANCE PROVISIONS:

- 16.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under this contract.
- 16.2. The Contractor shall, during the continuance of all work under this contract provide the following:
- 16.3. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- 16.4. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under this Contract or in connection with the contracted work.
- 16.5. The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- 16.6. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- 16.7. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.
- 16.8. Liability Insurance "Claims Made" basis:
 - 16.8.a. If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
- 16.9. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment by County, if any, for this contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
- 16.10. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement, if applicable, by means of a certificate of insurance or a copy of the endorsement itself.
 - 16.10.a. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - 16.10.b. The Contractor agrees to provide insurance issued by companies reasonably acceptable to County.
 - 16.10.c. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - 16.10.d. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
 - 16.10.e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
 - 16.10.f. The contractor will provide on demand certified copies of all insurance policies related to this contract within ten business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.
 - 16.10.f.1 No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 16.10.f.2 Compliance by the contractor and all subcontractors with the foregoing

requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of this contract.

- 16.10.f.3 Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 16.10.f.4 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 16.10.f.5 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 16.10.f.6 The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
- 16.10.f.7 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- 16.10.f.8 If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

17. INDEMNIFICATION:

- 17.1.a. The contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

18. CONTRACT ALTERATIONS:

- 18.1. No alterations in the terms of this contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent. Should it become proper or necessary in the execution of this contract to make any change in design or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.
- 18.2. No payment shall be made to the contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in this contract, unless some changes in or additions to this contract requiring additional outlay by the contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

18.3. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

19. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:

19.1. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the contractor desires to assign his or her right to payment of the contract, contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

20. TERMINATION FOR CONVENIENCE:

20.1. This contract will remain in force for the full period specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and until all requirements and conditions shall have been met, unless:

20.1.a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

20.1.b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

20.2. The contract may be terminated in whole or in part by the County in accordance with this clause whenever the Sheriff's Office Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery of a Notice of Termination to the Contractor at least five working days prior to the termination date specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

21. TERMINATION OF CONTRACT FOR CAUSE:

21.1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

21.2. Vendor is responsible for performing remote diagnostics, monitoring, and maintenance on the inmate telephone system. In the event that Customer experiences a service or equipment outage, Vendor shall repair any such outage or otherwise restore service within ten (10) days after it receives notice of or detects a service or equipment outage. If, Vendor is unable to make the necessary repairs and/or restore service within this ten (10) day period, Customer may immediately terminate this Agreement upon providing written notice of termination to Vendor. The Transition period referred to in **Section XI of Attachment A** will begin upon the termination of this Agreement.

21.3. The Agreement between Customer and Vendor may be terminated by Customer upon sixty (60) days written notice from Customer to Vendor. The Transition period referred to in **Section XI of Attachment A** will begin upon the termination of this Agreement.

- 21.4. Should Vendor for any reason, except in the case of force majeure (see **Section 34**), become unable to complete the work required by this Agreement, Customer may, at its sole discretion, call for the Surety Bond due, in full for such non-performance, and/or as liquidated damages. Notwithstanding the above, should Customer prevent Vendor from entering the premises to complete repair work on the inmate telephone equipment, Vendor shall have time to complete said repairs using the provisions under **Attachment A, Section XII, Item D**, after Customer allows Vendor access to the inmate telephone equipment
- 21.5. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

22. GUARANTIES & WARRANTIES:

- 22.1. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.
- 22.2. Limitation of Liability. Except as to claims brought by a third party against Customer that are covered by Section 17 of this Agreement, in no event shall Customer have any liability for indirect, incidental, special, or consequential damages, loss of profits or income, lost or corrupted data, or loss of use or other benefits ("Extraordinary Damages") arising out of or in any way related to any equipment, product, or service provided by Vendor pursuant to this Agreement. In any event, Vendor's liability for any damages shall be limited to the direct actual damages proven by Customer, excluding any amounts relating to Customer's negligence or willful misconduct.
- 22.3. Disclaimer of Warranties. Vendor's obligations under this Agreement are in lieu of all warranties, express or implied. Vendor disclaims all warranties, including, without limitation, any warranty of merchantability and fitness for a particular purpose with regard to any equipment, product or service provided by Vendor pursuant to this Agreement.

23. GENERAL GUARANTY:

- 23.1. Contractor agrees to:
 - 23.1.a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - 23.1.b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - 23.1.c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - 23.1.d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
 - 23.1.e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

24. SERVICE CONTRACT GUARANTY:

- 24.1. Contractor agrees to:

- 24.1.a. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided that the County may reduce the said services at any time.
- 24.1.b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- 24.1.c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- 24.1.d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- 24.1.e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

25. OFFICIALS NOT TO BENEFIT:

- 25.1. Upon acceptance of this contract, the Contractor certifies that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract in accordance with the Fairfax County Purchasing Resolution Article 2, Section 4.A.3.

26. LICENSE REQUIREMENT:

- 26.1. All firms doing business in Fairfax County shall obtain a license as required by Chapter 4, Article 7.2, of The Code of the Fairfax County, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm.

27. REGISTERING OF CORPORATIONS:

- 27.1. In accordance with Virginia Code Section 13.1-758, any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, as amended, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209.

28. COVENANT AGAINST CONTINGENT FEES:

- 28.1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. VENDOR RELATIONS DIVISION:

- 29.1. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable

- 24.1.a. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided that the County may reduce the said services at any time.
- 24.1.b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- 24.1.c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- 24.1.d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- 24.1.e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

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29. VENDOR RELATIONS DIVISION:

- 29.1. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable

opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

30. INELIGIBILITY:

- 30.1. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent, in accordance with Article 4, Section 1 of the Fairfax County Purchasing Resolution.

31. ORDER OF PRECEDENCE:

- 31.1. In the event of conflict, the provisions of this contract shall take precedence over the any other contract document.

32. DELAYS AND SUSPENSIONS:

- 32.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 32.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 32.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

33. CONTRACTUAL DISPUTES:

- 33.1. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution, as amended.

34. FORCE MAJEURE

- 34.1. Vendor shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

35. DISCREPANCY

- 35.1. Should there be a discrepancy in the Agreement, the RFP, Addendum 1, and the RFP response, the terms and conditions contained in the Agreement and its amendments will prevail.

36. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS

36.1. The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

37. HIPAA COMPLIANCE:

37.1. Fairfax County Government has designated certain health care components as covered by the federal Health Insurance Portability and Accountability Act of 1996. The contractor may be designated by the Purchasing Agent as a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. If so designated, the contractor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The contractor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

37.1.a. Further information regarding HIPAA compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

38. NON-DISCRIMINATION:

38.1. During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, in accordance with Article 2, Section 4.C of the Fairfax County Purchasing Resolution, as amended.

39. DRUG FREE WORKPLACE:

39.1. During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees in accordance with Article 2, Section 4, B.6 of the Fairfax County Purchasing Resolution, as amended.

40. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

40.1. Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.

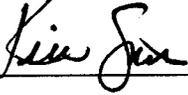
41. VENUE:

41.1. This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

42. IMMIGRATION REFORM AND CONTROL ACT:

42.1. Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

ACCEPTED BY:



Inmate Calling Solutions, LLC

5/9/09

DATE



Ray A. Vanneman,
Fairfax County Sheriff's Office Purchasing Agent

5/26/09

DATE

ATTACHMENT A

VENDOR RESPONSIBILITIES & INMATE TELEPHONE SYSTEM FEATURES AND FUNCTIONALITIES

I. General Requirements

The Vendor shall furnish, install and maintain telephones for use by inmates at the Facilities operated by customer. The Vendor shall provide all telephone services to the inmates utilizing Vendor's Inmate Telephone System ("ITS") in accordance with those requirements and provisions set forth in this section.

- A.** Vendor shall notify Customer of any new software upgrades within thirty (30) days of the introduction of the new software into the market by Vendor. Vendor shall upgrade the ITS with new software versions and new hardware developments at no cost to Customer.
- B.** Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, State, county, or municipal government at no cost to Customer. The Vendor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.

II. Security

All Vendor employees shall obtain, at Vendor's cost, the appropriate personnel background security clearances prior to arrival at the Facilities. All Vendor employees will comply with Customer's policies and procedures. Entry to the Facilities is subject to the approval of the Customer's Facility Administrator.

III. Single Point of Contact

Vendor shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. Vendor will provide a toll-free telephone number for inmate telephone service issues. Vendor shall also provide a fax number and an Internet e-mail address.

IV. Ongoing Installations

- A.** For each installation, the Vendor shall submit a detailed implementation plan that shall include an installation schedule. Any initial installations must be completed within sixty (60) days of the date Customer awards the Facilities to the Vendor. This implementation plan will become a part of the Agreement and must be followed.
- B.** The Vendor agrees to obtain Customer's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. Customer does not anticipate that such work will be required for the initial installation of the ITS.

- C. The Vendor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- D. The Vendor shall provide a signed statement indicating that all circuits have been tested, and that all cables, pairs, blocks, frames, and terminals are legibly marked after completion of each installation.
- E. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facilities are at the risk of Vendor. **No exposed wiring will be permitted.** Ownership of any wiring or conduit placed under this Agreement by Vendor becomes Customer's upon termination and/or expiration of the Agreement.
- F. The Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings.
- G. The Vendor shall install additional telephones and monitoring and recording equipment as needed at no cost to Customer. This includes expansion to the existing Facilities and any newly constructed facility. This shall be done throughout the Agreement term and all subsequent renewal terms.
- H. The Vendor shall provide and install adequate surge and lightening protection equipment on all lines used for the ITS.
- I. Installation of all telephones and related equipment shall be accomplished during normal business hours at each Facility or as directed by the Facility Maintenance Supervisor.
- J. The Vendor shall clean up and remove all debris and packaging material resulting from any work performed at the Facilities.
- K. The Vendor shall restore to original condition any damage to Customer's property caused by maintenance or installation personnel associated with Vendor, including repairs to walls, ceilings, etc.
- L. The Vendor agrees to install, repair and maintain all Vendor-provided equipment and lines at no cost to Customer. All Vendor-provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of Vendor.
- N. Upon completion of initial installation and ongoing installations, Vendor must provide Customer and its Designated Agent with a list of telephone numbers, serial numbers, and locations of each unit.

V. Station Equipment Specifications

- A. The ITS shall ensure that all operational features and system requirements provided must be applicable to all calls placed through the system, including local, long distance and international calling.

- B.** Each call, having been identified as being placed through Vendor's ITS, shall be delivered to the called party as either a collect call, a debit call – if the debit application is in effect and chosen as the means to place the call, or a pre-paid call (to include debit card calls).
- C.** Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.
- D.** Vendor agrees to install the quantity of telephones, required by Customer and as outlined in **Attachment B**.
- E.** The ITS shall comply with all Federal Communication and/or Utility Commissions regulations. The ITS and phone stations shall be sturdy, non-coin, vandal resistant and steel armored composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- F.** The Vendor shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls 99.5% of the time.
- G.** Vendor shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. A minimum of twenty (20%) percent of the telephone sets must be of the "amplified" or volume controlled sort. Vendor shall accept Customer's decision regarding whether the reception quality meets industry quality standards.
- H.** Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular phones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc.
- I.** The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. Vendor must assume all responsibility for fraud.
- J.** During the call set up process, the ITS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the Facilities. All collect calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party and be ***free of any toll charges***. The announcement shall also include: "This call may be monitored and recorded." The ITS shall have the capability to configure the time allowed for the inmate to record his/her name.
- K.** The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.

- L.** Vendor shall subscribe to the Local Exchange Carrier Line Information Screening Data Base (LIDB). Vendor shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). Vendor must assume all responsibilities for the cost and the accuracy of validation.
- M.** The ITS shall provide a recording back to the inmate which details why a call was not completed. In addition, the inmate must be able to hear (but be muted) the call progress for the called party.
- N.** The ITS shall have the capability to provide free calling to selected local numbers as determined by Customer.
- O.** The ITS shall have the capability of allowing each inmate five completed, free, local telephone calls at the time of booking. The ITS shall have the capability to limit all free calls to a thirty (30) minute duration.
- P.** The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by Customer.
- Q.** Vendor shall provide the FCC registration number of the interface that connects the system with the local exchange and/or IXC network.
- R.** The ITS shall have the capability to ensure that calls to rotary phones are completed accurately and positive acceptance is applied to the call.
- S.** The ITS shall, upon request by Customer, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring and billing purposes:
 - 1.** Monitoring reports that can be provided or sorted by any or all of the following criteria:
 - a.** Daily statistical reports;
 - b.** Facility name;
 - c.** Originating number;
 - d.** Terminating number;
 - e.** Date of call;
 - f.** Time of day;
 - g.** Length of call and;
 - h.** Type of call
 - i.** PIN number
 - j.** Frequently called numbers (for all numbers called more than 5 times in one day)
 - k.** Common numbers called (for all numbers called by more than one inmate)
 - 2.** Billing reports that can be provided or sorted by any or all of the following criteria:

- a. Call detail report;
 - h. Amount charged per call;
 - e. Gross revenue;
 - d. Daily statistics;
 - e. Monthly statistics;
 - f. Called party/number accepting report;
 - g. Fraud/velocity report;
 - h. Separate facility totals and statistics;
 - i. All facility totals and statistics;
 - j. Total calls;
 - k. Calls by date;
 - l. Time of day and;
 - m. Length of a call
- T.** The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Customer and its Designated Agent and Vendor.
- U.** The call detail records shall be stored in a minimum of three (3) locations to avoid any possibility of call detail records being lost.
- V.** The ITS shall store all call detail records, including all attempts and completed calls at the Facilities for the life of the Agreement. Customer shall have access to all call detail records from the workstation. The workstation shall provide the capability to copy the Call Detail Records onto a Compact Disc (CD).
- W.** The Vendor shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line.
- X.** The ITS shall be TCP/IP compatible and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- Y.** Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD). Vendor shall provide two (2) TDD telephones at each Facility at no cost to Customer. Vendor shall provide the TDD telephone units at locations specified by the Facilities.
- Z.** The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- AA.** Vendor shall provide Customer with its Voice Verification Technology to include the Investigator Suite of Services at no Cost to the Sheriff's Office or the general public.
- BB.** Vendor shall provide Customer with its 411 technology at each workstation. The call records within the system shall be able to display the reverse directory information for the specified called number to include, at a minimum; the called party's billing name and address. The database shall be accessed via a secure link to the internet and shall be constantly updated. The subscription to the 411 technology shall be provided to Customer

at no charge.

VI. Security Features

- A. The ITS shall prohibit direct-dialed calls of any type.
- B. The ITS shall prohibit access to "411" information service.
- C. The ITS shall prohibit access to 800 and 900 type services.
- D. The ITS shall prohibit access to multiple long distance carriers via 950, 800, and 10 10-XXX numbers.
- E. The ITS must be able to shut down quickly and selectively. Customer must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
 - 1. At demarcation location – total facility telephones;
 - 2. By central control center – select telephones, and;
 - 3. By select housing units – control center.
- F. The ITS shall be able to take an individual station out of service without affecting other stations or units.
- G. The ITS shall prevent any inmate telephone from receiving any incoming calls. The Vendor agrees that no inmate telephone shall be capable of receiving an incoming call and Vendor shall work with the local exchange carriers (LECs) to ensure such control.
- H. The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall have the capability to terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call."
- I. The ITS shall have the ability of answer detection.
- J. The ITS shall incorporate keyword search technology
- K. The ITS shall have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The inmate must not be able to interfere with these announcements.
- L. The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- M. The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-paid call.
- N. The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.

- B. In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect and initiate another call.

VII. Personal Identification Number (PIN) Application

- A. The PIN application shall work with the ITS using all of the features and functionalities described herein.
- B. The ITS shall have the capability to provide collect, debit, and pre-paid station-to-station calling utilizing a PIN.
- C. The ITS shall provide Personal Allow Numbers (PANs) associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
- D. The ITS shall be capable, upon request by Customer, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:
 - 1. Authorized Call Lists by PIN or identifying number;
 - 2. Calls by PIN or other identifying number.
- E. The ITS shall have the capability to generate PINs for inmates through the inmate telephones using the inmate number, booking number, random number generated by the ITS, or some number unique to the inmate.
- F. The ITS shall have the capability to interface with the Customer's booking system so that the inmate PINs will be automatically transferred to the ITS. Customer shall not be responsible for entering PIN numbers into the ITS when new inmates are added.
- G. The PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level.
- H. The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, an attempted call made from a restricted telephone or a three-way call at the time the three-way call is detected.
- I. The PIN application shall have the capability to be configured to allow a designated number of free local calls. The minute-duration of such free local calls shall be configurable through the ITS.
- J. The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.

VIII. Monitoring and Recording Requirements

- A. The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.
- B. The ITS shall comprehensively record all calls. At a minimum, the Facilities shall have the capability of playing back a recorded call. All call recordings shall be stored online for the life of the Agreement and shall be stored offline indefinitely. The Vendor will be responsible for supplying all backup tapes/disks for the storage of call recordings at no cost to Customer throughout the life of the Agreement and any renewal terms.
- C. The monitoring and recording of calls shall be selectively programmable by one of all of the following:
 - 1. Housing Unit;
 - 2. Start and Stop Time and Date of Call;
 - 3. Called Number and;
 - 4. PIN.
- D. The ITS shall be capable of showing real-time call activity on a workstation. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
- E. The ITS shall allow the manual set up of the monitoring and recording connection on an as needed basis on the workstation provided by Vendor and located at the Facilities. The ITS shall have the capability to select a particular telephone number for recording or monitoring while a call is in progress.
- E. The ITS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls by tagging specific dialed numbers or PINs.
- F. The ITS shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
- G. The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- H. The ITS shall provide the capability to copy the conversations onto a compact disc (CD) or other storage device in audio or MP3/Data format with tamper free capabilities. The storage device shall be provided by Vendor and located with the recording equipment in the area designated by Customer. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and visual date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that the Investigator may confirm accurate transfers of the recorded information.
- I. Time and date entries for each recorded conversation shall be displayed on a per channel

basis. The ITS shall display all conversations in chronological order to facilitate research and playback.

- J. Vendor shall provide the Customer with four (4) workstations, working real-time with the ITS, for such monitoring, recording, and reporting as well as four (4) ink-jet printers. Each workstation shall include CD/DVD burner. The first workstation shall be located at the Pre-Release Center. The second workstation shall be located in the booking area of the Adult Detention Center. The third workstation shall be located in Room I09 of the Adult Detention Center. The fourth workstation shall be a laptop computer and shall provide remote access to ITS system reports and capabilities. The laptop workstation shall be located in the Internal Affairs office of the Adult Detention Center. At the request of the Customer, Vendor shall provide remote access to the ITS at no cost. The provisions of remote access shall allow the Customer the same features and functionalities, permitted by the user's level of access, available on the workstation supplied by Vendor.
- K. Vendor shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real-time call data in the event of a power failure.

IX. Pre-Paid or Debit Application

Customer may or may not elect to implement a pre-paid and/or debit application at the Facilities. If Customer chooses to implement such application, the application must include, but not be limited to, the following:

- A. The pre-paid and/or debit application shall work with the ITS provided.
- B. Vendor shall have the capability to configure the debit cards for usage outside of the Facilities with the debit card calling rates specified in **Attachment B**.
- C. The pre-paid and/or debit application shall allow for pre-payment to a specific inmate's account by an inmate or a member of inmate's PAN.
- D. The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- E. The pre-paid and/or debit application shall allow international calls.
- F. The pre-paid and/or debit application shall have the capability to terminate a debit account and refund income to the inmate or participant on the inmate's PAN on the day the inmate is released from the Facilities. .
- G. The pre-paid and/or debit calling rates may be lower than the collect calling rates (see **Attachment B** for rates).
- H. The debit application shall have the capability to interface with Customer's banking system for ease of transferring money from the inmate's trust fund/commissary account to the inmate's ITS account. Vendor shall adhere to Customer's \$1.00/day program as it relates to the interface process and debit purchases.

X. Training

- A. Vendor shall provide training to Customer staff at the location where equipment is installed. Additional training shall be provided to new staff assigned during the Agreement period at no cost to Customer. Training manuals shall be provided to Customer staff at all training programs and will become the property of Customer.
- B. Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS, when requested by Customer.

XI. Transition

for maintenance of the ITS.

- B.** The Vendor shall maintain all cable related to the ITS, whether reused or newly installed.
- C.** Vendor shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week basis, three hundred and sixty-five (365) days a year.
- D.** Repairs or replacements shall be started by a qualified technician within four (4) hours following notification of a service request or ITS failure. Vendor must exhibit to Customer a best-effort approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem. Customer shall be notified of progress and or delays in progress until there is resolution of the problem. A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to Customer. This includes a complete list of business, cellular and pager numbers. Vendor's management home and emergency phone numbers must also be furnished. Vendor shall notify Customer and/or its Designated Agent any time a technician will be dispatched to the Facilities.
- E.** Customer may cancel the Agreement with Vendor if Vendor has not cured a service problem within ten (10) days of the Vendor receiving notice of the problem from Customer or its Designated Agent.
- F.** Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS. Vendor will assume liability for any and all such damages. In addition, Vendor shall ensure that all inmate telephones are operable and maintained at an acceptable level.
- G.** All issues surrounding the ITS service shall be reported by Vendor to Customer or its Designated Agent promptly.

ATTACHMENT B

FACILITIES

Fairfax County Adult Detention Center ("ADC")
 Fairfax County Pre-Release Center ("PRC")

Facility Specifications

There are currently 187 inmate telephones in the ADC and 24 inmate telephones at the PRC. The ADC also has three (3) cart phones, three (3) cordless phones and two (2) TDD phones. In addition, the Customer manages the remote booking station – Mt. Vernon. There are three (3) inmate telephones and one (1) cart phone at this location which are configured to be part of the existing ITS. Inmate telephones within the general ADC inmate population are available from 8:00 am until 11:00 pm each day and from 7:00 am until 11:00 pm each day in the PRC. Inmate telephones within the ADC Receiving Area (male and female) as well as those at Mt. Vernon are available twenty-four (24) hours per day.

Calling Rates

CALL TYPE	COLLECT AND PRE-PAID COLLECT			SYSTEM DEBIT			PRE-PAID DEBIT CARDS		
	Surcharge	First Minute	Add'l Minute	Surcharge	First Minute	Add'l Minute	Surcharge	First Minute	Add'l Minute
Local	1.90	0.00	0.00	1.90	0.00	0.00	0.90	0.00	0.00
Intralata/Intrastate	1.75	0.30	0.30	1.75	0.30	0.30	0.00	0.50	0.50
Interlata/Intrastate	3.95	0.69	0.69	3.95	0.69	0.69	0.00	0.50	0.50
Interlata/Interstate	4.42	0.89	0.89	4.42	0.89	0.89	0.00	0.50	0.50
International				3.00	1.00	1.00	3.00	1.00	1.00
Commission Rate	57.5%			57.5%			57.5%		

Monthly Coin Payphone Commission (Flat Rate):	<u>\$225.00</u>
Monthly Billing Cost Recovery Fee*:	<u>\$1.95</u>
Pre-Paid Collect Transaction Fee**:	<u>\$5.95</u>
Pre-Paid Collect Refund Fee***:	<u>\$2.99</u>

* This fee is only assessed once per monthly cycle in which collect calls are accepted by the called party.

**The pre-paid collect transaction fee shall be applied only to pre-paid collect account established with a live Vendor representative and only if the deposited amount is less than \$50.00.

***This is a fee assessed when an inmate requests a refund after leaving the jail.

FIRST AMENDMENT TO THE INMATE TELEPHONE AGREEMENT BETWEEN FAIRFAX COUNTY SHERIFF'S OFFICE AND INMATE CALLING SOLUTIONS, LLC.

This First Amendment ("Amendment") has an effective date of September 1, 2010 ("Amendment Effective Date") between Fairfax County Sheriff's Office ("Customer") and Inmate Calling Solutions, LLC. ("ITSP").

WHEREAS, on April 15, 2009, Customer and ITSP entered into an Inmate Telephone Agreement ("Agreement"); and,

WHEREAS, Customer and ITSP desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, Customer and ITSP hereby agree as follows:

- Attachment B of the Agreement is hereby deleted in its entirety and replaced with the following:

ATTACHMENT B

FACILITIES

Fairfax County Adult Detention Center ("ADC")
Fairfax County Pre-Release Center ("PRC")

Facility Specifications

There are currently 187 inmate telephones in the ADC and 24 inmate telephones at the PRC. The ADC also has three (3) cart phones, three (3) cordless phones and two (2) TDD phones. In addition, the Customer manages the remote booking station - Mt. Vernon. There are three (3) inmate telephones and one (1) cart phone at this location which are configured to be part of the existing ITS. Inmate telephones within the general ADC inmate population are available from 8:00 am until 11:00 pm each day and from 7:00 am until 11:00 pm each day in the PRC. Inmate telephones within the ADC Receiving Area (male and female) as well as those at Mt. Vernon are available twenty-four (24) hours per day.

Calling Rates

The following calling rates shall be effective September 1, 2010:

CALL TYPE	COLLECT AND PRE-PAID COLLECT			PRE-PAID DEBIT CARDS/DEBIT		
	Surcharge	First Minute	Add'l Minute	Surcharge	First Minute	Add'l Minute
Local	1.90	0.00	0.00	0.90	0.00	0.00
Intralata/Intrastate	1.75	0.30	0.30	0.00	0.50	0.50
Interlata/Intrastate	3.95	0.69	0.69	0.00	0.50	0.50
Interlata/Interstate	4.42	0.89	0.89	0.00	0.50	0.50
International				3.00	1.00	1.00
Commission Rate	57.5%			57.5%		

Monthly Coin Payphone Commission (Flat Rate):	<u>\$225.00</u>
Monthly Billing Cost Recovery Fee*:	<u>\$1.95</u>
Pre-Paid Collect Transaction Fee**:	<u>\$5.95</u>
Pre-Paid Collect Refund Fee***:	<u>\$2.99</u>

- * This fee is only assessed once per monthly cycle in which collect calls are accepted by the called party.
- ** The pre-paid collect transaction fee shall be applied only to pre-paid collect account established with a live Vendor representative and only if the deposited amount is less than \$50.00.
- *** This is a fee assessed when an inmate requests a refund after leaving the jail.

2. Except as expressly modified by this First Amendment, the provisions and conditions of the original Agreement is unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by this First Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

IN WITNESS WHEREOF, and intending to be bound as of the Amendment Effective Date, each of the parties has caused this First Amendment to be signed by its duly authorized representatives on the date(s) shown below.

Fairfax County Sheriff's Office:

Ray Vaneman
Signature

RAY VANEMAN
Printed Name

Chief, Financial Services Branch
Title

1/20/11
Date

Inmate Calling Solutions, LLC.:

Brendan Philbin
Signature

BRENDAN PHILBIN
Printed Name

VICE PRESIDENT
Title

12/15/10
Date

SECOND AMENDMENT TO THE INMATE TELEPHONE AGREEMENT BETWEEN FAIRFAX COUNTY SHERIFF'S OFFICE AND INMATE CALLING SOLUTIONS, LLC.

This Second Amendment ("Second Amendment") has an effective date of April 15, 2012 ("Second Amendment Effective Date") between **Fairfax County Sheriff's Office** ("Customer") and Inmate Calling Solutions, LLC. ("Vendor").

WHEREAS, on April 15, 2009, Customer and Vendor entered into an Inmate Telephone Service Agreement ("Agreement"); and,

WHEREAS, Customer and Vendor desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, Customer and Vendor hereby agree to amend the Agreement as follows:

1. **As provided in Section 2 – Period of Contract, Customer hereby exercises its right to renew the Agreement for one additional year, beginning April 15, 2012 and ending April 15, 2013.**
2. **Section 3.1 and 3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:**

3.1 Collect, Debit and Pre-Paid. Vendor shall pay Customer **seventy and one tenth percent (70.1%) commission** calculated on all Gross Revenues generated by and through the Inmate Telephone System (ITS) including but not limited to collect, debit and pre-paid inmate calls completed from the inmate telephone equipment located at the Facilities. Gross Revenue shall include, but not be limited to, all surcharges, per minute fees and any additional fees paid by the called party (such as Billing Cost Recovery Fees) generated by the completion of all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International collect, debit and pre-paid inmate telephone calls placed from Vendor's inmate telephones. Regulatory required charges and taxes that are intended to be paid by the billed party and then remitted 100% by the billing party to the appropriate governmental agency are excluded from Gross Revenue. The Billing Cost Recovery fee is part of the Gross Revenue but shall be excluded from commissioning. The current Billing Cost Recovery fee is set forth on Attachment B and shall be applied only per month in which a collect call from the Facilities is accepted by the called party. Any additional charges/fees to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities are set forth on Attachment B and any additions or increases thereto must be approved by the Customer **prior to implementation**. Should the additional fees be approved by Customer, Customer and Vendor shall mutually agree whether the additional charges/fees are included in the Gross Revenue and the level of compensation due to Customer for the implementation of the additional charges/fees. Any charges/fees implemented without the express written consent of Customer shall carry a fine of three hundred dollars (\$300.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued. Additionally, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued. Pre-paid calls include, but are not limited to, those calls completed by using a debit account as well as all calls which have been pre-paid by any person or entity and by any method of payment. Vendor shall pay commission on all Gross Revenues before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other Vendor expenses. A collect or prepaid-collect call is deemed to be complete and commission due when the called party accepts the call regardless if Vendor can bill or collect the revenue on the call. A debit call is deemed to be complete and commission due when a connection is made between the inmate and the called party, whether such connection be established by positive acceptance or by live or automated machine pick-up. Calls to phone numbers that appear on the free call list supplied by Customer shall not generate revenue for Vendor and shall not be

commissionable to Customer. Only those numbers designated by Customer on the free call list shall be marked as "Free" in the ITS. Additionally, Customer shall not be liable for any of Vendor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages. Any deviation from this process shall automatically cause Vendor to forfeit its Surety Bond.

3.2 Debit. Vendor shall pay Customer **seventy and one tenth percent (70.1%)** of the total Gross Revenue, as defined above, generated from debit call usage as commission and payable under Section 4 – Payment and Reporting. On the fifth (5th) day following the month of traffic, Vendor shall submit a monthly invoice for the total amounts funded to the inmate debit account (less any issued credits/adjustments) and a corresponding usage report to Customer and/or its Designated Agent. The debit invoice shall be payable within thirty (30) days of Customer's receipt.

3. The following section is hereby added to Section 3 - COMPENSATION:

3.10 Financial Signing Bonus. Vendor shall provide Customer a "Financial Signing Bonus" of **thirty-three thousand and three-hundred thirty-three dollars and thirty-three cents (\$33,333.33)** upon execution of this Second Amendment by both parties. Late fees (as outlined in Section 4 – Payment and Reporting) shall apply to the Financial Signing Bonus should Vendor fail to remit the Financial Signing Bonus to Customer and/or its Designated Agent within ten (10) business days following the execution of this Second Amendment by both parties.

4. The following section is hereby added to Attachment A, Section I – General Requirements:

C. Vendor agrees to upgrade the current onsite ENFORCER® ITS to Vendor's centralized ENFORCER® ITS and at no cost to Customer.

5. The following section is hereby added to Attachment A, Section IV – Ongoing Installations:

M. Vendor agrees to maintain two-hundred and thirty two (232) inmate telephones, five (5) cart phones, three (3) cordless phone and two (2) TDD units and associated printer at no cost to Customer and shall follow the requirements outlined in Attachment A, Section XII – Maintenance.

6. Attachment A, Section VII – Personal Identification Number (PIN) Application, Subsection F is hereby deleted in its entirety and replaced with the following:

F. The ITS shall interface with Customer's JMS to allow inmate PINs to be automatically received, created, transferred, activated and deactivated in the ITS based upon the inmate's status. Customer shall not be responsible for entering PIN numbers into the ITS when new inmates are added. Customer shall not be responsible for any of Vendor's cost associated with the interface to the JMS.

7. Attachment B of the Agreement, as modified by the First Amendment, is hereby deleted in its entirety and replaced with the following:

ATTACHMENT B

FACILITIES

Fairfax County Adult Detention Center ("ADC")
Fairfax County Pre-Release Center ("PRC")

Facility Specifications

In the ADC, there are two-hundred and five (205) inmate telephones, four (4) cart phones and three (3) portable phones. In the PRC, there are twenty-four (24) inmate telephones and one (1) cart phone. Vendor shall supply two (2) TDD units and associated printers. In addition, the Customer manages the remote booking station – Mt. Vernon. There are three (3) inmate telephones at this location which are configured to be part of the existing ITS. Inmate telephones within the general ADC inmate population are available from 8:00 am until 11:00 pm each day and from 7:00 am until 11:00 pm each day in the PRC. Inmate telephones within the ADC Receiving Area (male and female) as well as those at Mt. Vernon are available twenty-four (24) hours per day.

Calling Rates

CALL TYPE	COLLECT AND PRE-PAID COLLECT			DEBIT		
	<u>Surcharge</u>	<u>First Minute</u>	<u>Add'l Minute</u>	<u>Surcharge</u>	<u>First Minute</u>	<u>Add'l Minute</u>
Local	1.90	0.00	0.00	0.90	0.00	0.00
Intralata/Intrastate	1.75	0.30	0.30	0.00	0.50	0.50
Interlata/Intrastate	3.95	0.69	0.69	0.00	0.50	0.50
Interlata/Interstate	4.42	0.89	0.89	0.00	0.50	0.50
International	n/a	n/a	n/a	3.00	1.00	1.00
Commission Rate	70.1%			70.1%		

Monthly Coin Payphone Commission (Flat Rate): \$225.00

Monthly Billing Cost Recovery Fee*: \$1.95

Pre-Paid Collect Transaction Fee:** \$6.95

Pre-Paid Collect Refund Fee*:** \$2.99

* This fee is only assessed once per monthly cycle in which collect calls are accepted by the called party.

** The pre-paid collect transaction fee shall be applied only to pre-paid collect account established with a live Vendor representative and only if the deposited amount is less than \$50.00.

*** This is a fee assessed when a called party requests a refund of the pre-paid collect account.

8. Except as expressly modified by this Second Amendment, the provisions and conditions of the original Agreement, as modified by the First Amendment, is unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by the First Amendment and this Second Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

IN WITNESS WHEREOF, and intending to be bound as of the Second Amendment Effective Date, each of the parties has caused this Second Amendment to be signed by its duly authorized representatives on the date(s) shown below.

Fairfax County Sheriff's Office:



Signature

RAY Villanueva

Printed Name

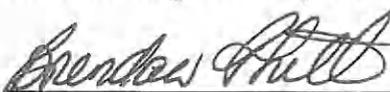
Sheriff's Office Purchasing Agent

Title

6/5/12

Date

Inmate Calling Solutions, LLC:



Signature

Brendan Philbin

Printed Name

Vice President Business Development

Title

May 25, 2012

Date

THIRD AMENDMENT TO THE INMATE TELEPHONE AGREEMENT BETWEEN FAIRFAX COUNTY SHERIFF'S OFFICE AND INMATE CALLING SOLUTIONS, LLC.

This Third Amendment ("Third Amendment") has an effective date of April 15, 2013 ("Third Amendment Effective Date") between Fairfax County Sheriff's Office ("Customer") and Inmate Calling Solutions, LLC. ("Vendor").

WHEREAS, on April 15, 2009, Customer and Vendor entered into an Inmate Telephone Service Agreement ("Agreement") and as amended on September 1, 2010 ("First Amendment") and April 15, 2012 ("Second Amendment");

WHEREAS, Customer and Vendor desire to further amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, Customer and Vendor hereby agree to amend the Agreement, as modified by the First and Second Amendments, as follows:

1. **Section 2 – Period of Contract, Customer hereby exercises its right to renew the Agreement for one additional year, beginning April 15, 2013 and ending April 14, 2014.**

2. **The following section 3.10, as modified by the Second Amendment, is hereby deleted in its entirety and replaced with the following:**

3.10 Financial Signing Bonus. Vendor shall provide Customer a "Financial Signing Bonus" of **thirty-three thousand, three-hundred thirty-three dollars and thirty-three cents (\$33,333.33)** upon execution of this Third Amendment by both parties. Late fees (as outlined in Section 4 – Payment and Reporting) shall apply to the Financial Signing Bonus should Vendor fail to remit the Financial Signing Bonus to Customer and/or its Designated Agent within ten (10) business days following the execution of this Third Amendment by both parties.

3. Except as expressly modified by this Third Amendment, the provisions and conditions of the original Agreement, as modified by the First and Second Amendment, is unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by the First and Second Amendment and this Third Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

IN WITNESS WHEREOF, and intending to be bound as of the Third Amendment Effective Date, each of the parties has caused this Third Amendment to be signed by its duly authorized representatives on the date(s) shown below.

Fairfax County Sheriff's Office:

Inmate Calling Solutions, LLC:



Signature



Signature

RAY VANWEMAN

Printed Name

Brendan Philbin

Printed Name

Financial Services Branch Chief

Title

Vice President Business Development

Title

March 27, 2013

Date

March 20, 2013

Date

FOURTH AMENDMENT TO THE INMATE TELEPHONE AGREEMENT BETWEEN FAIRFAX COUNTY SHERIFF'S OFFICE AND INMATE CALLING SOLUTIONS, LLC.

This Fourth Amendment ("Fourth Amendment") has an effective date of April 15, 2014 ("Fourth Amendment Effective Date") between Fairfax County Sheriff's Office ("Customer") and Inmate Calling Solutions, LLC. ("Vendor").

WHEREAS, on April 15, 2009, Customer and Vendor entered into an Inmate Telephone Service Agreement ("Agreement") and as amended on September 1, 2010 ("First Amendment"), April 15, 2012 ("Second Amendment") and April 15, 2013 ("Third Amendment");

WHEREAS, Customer and Vendor desire to further amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, Customer and Vendor hereby agree to amend the Agreement, as modified by the First, Second and Third Amendments, as follows:

1. **Section 2 – Period of Contract, Customer hereby exercises its right to renew the Agreement for one additional year, beginning April 15, 2014 and ending April 14, 2015.**

2. **The following section 3.10, as modified by the Third Amendment, is hereby deleted in its entirety and replaced with the following:**

3.10 Financial Signing Bonus. Vendor shall provide Customer a "Financial Signing Bonus" of **thirty-three thousand, three-hundred thirty-three dollars and thirty-three cents (\$33,333.33)** upon execution of this Fourth Amendment by both parties. Late fees (as outlined in Section 4 – Payment and Reporting) shall apply to the Financial Signing Bonus should Vendor fail to remit the Financial Signing Bonus to Customer and/or its Designated Agent within ten (10) business days following the execution of this Fourth Amendment by both parties.

3. Effective February 11, 2014, pursuant to the Federal Communications Commission (FCC) order, WC Docket No. 12-375 dated November 13, 2013 and the United States Court of Appeals Case #13-1280 Order dated January 13, 2014, in consideration of the mutual covenants herein, and other good and valuable consideration, Customer and Vendor hereby amend the calling rates in **Attachment B** of the Agreement as follows:

Effective February 11, 2014

Calling Rates

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT	
	Surcharge	Additional Minute	Surcharge	Additional Minute	Surcharge	Additional Minute
Local	\$1.90	\$0.00	\$1.90	\$0.00	\$0.90	\$0.00
Intralata	\$1.75	\$0.30	\$1.75	\$0.30	\$0.00	\$0.50
Intrastate	\$3.95	\$0.69	\$3.95	\$0.69	\$0.00	\$0.50
International	N/A		N/A		\$3.00	\$1.00
	First 15 Minutes	Each Additional Minute	First 15 Minutes	Each Additional Minute	First 15 Minutes	Each Additional Minute
Interstate	\$3.75	\$0.25	\$3.15	\$0.21	\$3.15	\$0.21
Commission Rate	70.1%		70.1%		70.1%	

**Rates are interim and pending command staff approval*

Monthly Coin Payphone Commission (Flat Rate):	<u>\$225.00</u>
Monthly Billing Cost Recovery Fee:	<u>\$1.95</u>
Pre-Paid Collect Transaction Fee*:	<u>\$6.95</u>
Pre-Paid Collect Refund Fee:	<u>\$2.99</u>

***The pre-paid collect transaction fee shall be applied only to pre-paid collect account established with a live Vendor representative and only if the deposited amount is less than \$50.00**

4. Except as expressly modified by this Fourth Amendment, the provisions and conditions of the original Agreement, as modified by the First, Second and Third Amendments, is unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by the First, Second, Third and this Fourth Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

IN WITNESS WHEREOF, and intending to be bound as of the Fourth Amendment Effective Date, each of the parties has caused this Fourth Amendment to be signed by its duly authorized representatives on the date(s) shown below.

Fairfax County Sheriff's Office:

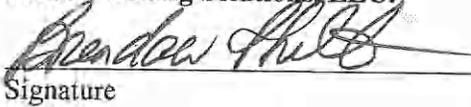

Signature

RAY VANNEMAN
Printed Name

FINANCE Branch Chief
Title

5/18/14
Date

Inmate Calling Solutions, LLC:


Signature

BRENDAN PHILBIN
Printed Name

VICE PRESIDENT
Title

4/14/14
Date